

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parata Systems, LLC		11/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5436452	PARATA PERL	
Registration Number:	5381500	PIVOT	
Registration Number:	5045297	MINI	
Registration Number:	4926839	CELL SECURE	
Registration Number:	4747026	MAX FLEX	
Registration Number:	4563189	PARATA UBER MODULE	
Registration Number:	4597845	FLEXCHECK	
Registration Number:	4983458	PARATA PASS SAFE LOADER	
Registration Number:	4589142	PARATA PASS WARE	
Registration Number:	4589134	PARATA PASS 500	
Registration Number:	4589135	PARATA PASS 208	
Registration Number:	4846269	PARATA PASS PACK	
Registration Number:	4463221	PARATA CHECK PASS	
Registration Number:	4214735	NEXT GENERATION PHARMACIST	
Registration Number:	4214736	NEXT-GENERATION PHARMACIST	
Registration Number:	4272585	PARATA FRONT RUNNERS CLUB	
Registration Number:	3929621	PARATA EXPRESS	
Registration Number:	3802463	PARATA	
Registration Number:	3724555	PARATA PUTS YOU OUT IN FRONT	
TRADEMARK			

CH \$615.00 5436452

Property Type	Number	Word Mark
Registration Number:	3724403	PARATA
Registration Number:	3625725	MAX
Registration Number:	3589380	MINI
Registration Number:	3343988	ACCUCOUNT
Registration Number:	2677394	PARATA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3125778467

Email: rebecca.paul@kattenlaw.com

Correspondent Name: Rebecca A. Paul c/o Katten Muchin

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul

SIGNATURE: /Rebecca A. Paul/

DATE SIGNED: 11/30/2018

Total Attachments: 5

source=PARATA TSA#page1.tif

source=PARATA TSA#page2.tif

source=PARATA TSA#page3.tif

source=PARATA TSA#page4.tif

source=PARATA TSA#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 30, 2018, by Parata Systems, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Chudy Group, LLC, a Delaware limited liability company d/b/a TCGRx (“**TCGRx**”), certain of its Affiliates, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of July 7, 2017 (as amended by the First Amendment to Credit Agreement, dated as of March 29, 2018 and that certain Second Amendment to Credit Agreement dated as of October 19, 2018 and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which TCGRx and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of July 7, 2017, by and among Grantee, TCGRx and the other Loan Parties from time to time party thereto, as supplemented by that certain Joinder to Guarantee and Collateral Agreement dated as of the date hereof made by Grantor in favor of Grantee (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Guarantee and Collateral Agreement.**

The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PARATA SYSTEMS, LLC

By: 
Name: Rob Kill
Title: Chief Executive Officer and President

Agreed and accepted as of the
date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 

Name: Drew Guyette

Title: Chief Credit Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006491 FRAME: 0525**

SCHEDULE A

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
PARATA PERL	5436452	4/3/18
PIVOT	5381500	1/16/18
MINI	5045297	9/20/16
CELL SECURE	4926839	3/29/16
MAX FLEX	4747026	6/2/15
PARATA UBER MODULE	4563189	7/8/14
FLEXCHECK	4597845	9/2/14
PARATA PASS SAFE LOADER	4983458	6/21/16
PARATA PASS WARE	4589142	8/19/14
PARATA PASS 500	4589134	8/19/14
PARATA PASS 208	4589135	8/19/14
PARATA PASS PACK	4846269	11/3/15
PARATA CHECK PASS	4463221	1/7/14
NEXT GENERATION PHARMACIST	4214735	9/25/12
NEXT-GENERATION PHARMACIST	4214736	9/25/12
PARATA FRONT RUNNERS CLUB	4272585	1/8/13
PARATA EXPRESS	3929621	3/8/11
PARATA	3802463	6/15/10
PARATA PUTS YOU OUT IN FRONT	3724555	12/15/09
PARATA	3724403	12/15/09
MAX	3625725	5/26/09
MINI	3589380	3/10/09
ACCUCOUNT	3343988	11/27/07
PARATA	2677394	1/21/03